

## CONTRACT FOR GRANT APPLICATION ASSISTANCE

This contract for grant application assistance has been agreed to by and between the **City of Oskaloosa, Iowa**, hereinafter referred to as the CITY, and the **Area 15 Regional Planning Commission**, hereinafter referred to as the RPC.

**WHEREAS**, the CITY wishes to prepare a Community Development Block Grant (CDBG) application for a Downtown Revitalization (DTR) Facade Improvements Project Phase III; and

**WHEREAS**, the CITY wishes to contract with the RPC to provide the technical assistance required to carry out the grant application services; and

**WHEREAS**, the CITY understands that the RPC will incur substantial expense in providing technical assistance and the CITY enters into this contract with the understanding that it will enter into a further grant administration contract with the RPC if the CDBG application is funded or it will reimburse the RPC for grant application assistance services if grant administration is awarded to another provider.

**NOW, THEREFORE, BE IT RESOLVED** that the parties do mutually agree as follows:

- A. **TECHNICAL ASSISTANCE STAFF:** The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. **SCOPE OF SERVICES:** The RPC shall assist the CITY with all activities relating to the preparation and submission of the CDBG application, including:
1. The RPC shall facilitate discussion between all project stakeholders, including but not limited to the CITY, Oskaloosa Main Street, and the Iowa Economic Development Authority.
  2. The RPC shall assist the CITY in coordinating participation of building owners.
  3. The RPC shall guide the procurement process for preliminary and final architectural services, if necessary.
  4. The RPC staff shall assist the CITY in arranging, and will attend, all public hearings required to complete and submit the CDBG application.
  5. The RPC shall complete the slum & blight surveys and resolution, which will be used to determine building eligibility and ensures eligibility for CDBG funding.
  6. The RPC shall complete a first-tier HUD Environmental Review to ensure a more competitive grant proposal.
- C. **COMPENSATION:**
1. The RPC shall complete activities #5 and #6 in the Scope of Services (slum & blight surveys, resolution, and environmental review) for a lump-sum total contract of three thousand dollars (\$3,000).
  2. If the CDBG application IS funded, the CITY agrees to either:
    - A.) enter into a further contract with the RPC for administration of the CDBG grant at a cost of not to exceed the administrative costs as identified in the CDBG grant application;
- OR**
- B.) pay the RPC an additional fee of \$3,500 as reimbursement for activities #1-4 in the Scope of Services if the CITY chooses to solicit proposals for grant administration and awards the administration of the grant to a provider other than the RPC.

- D. **CONTRACT DURATION:** This contract shall be in effect for a period of eighteen (18) months from the date of signature. The RPC will prepare all materials in a timely manner in preparation for the 2020 application deadline. If the application is not funded, the RPC will complete any necessary revisions to all application documents for no more than one CDBG application resubmittal. Any necessary revisions will be carried out at no additional cost, assuming there are no substantial changes to the Scope of Services.
  
- E. **TERMINATION OR ABANDONMENT OF CONTRACT:** The CITY and/or the RPC shall have the right to terminate this contract and the CDBG full application process upon fifteen (15) days written notice. Upon cancellation, the CITY shall be responsible for only those costs incurred by the RPC to the date of termination.
  
- E. **INDEMNIFICATION:** The CITY shall hold the RPC, its officers and employees, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains.

**CITY OF OSKALOOSA, IOWA**

**AREA 15 REGIONAL PLANNING COMMISSION**

By: \_\_\_\_\_  
 Title: MAYOR

\_\_\_\_\_  
 CHAIR, RPC EXECUTIVE BOARD

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE

ATTEST:

\_\_\_\_\_  
 CITY CLERK